



Plattsburgh, New York

Randal J. Stone
Fire Chief

Plattsburgh Fire Department
65 Cornelia Street
Plattsburgh, NY 12901
Tel: 518-561-5965
Fax: 518-561-8236
stoner@cityofplattsburgh-ny.gov

MEMO

TO: Mayor James Calnon
Members of the Common Council

FROM: Fire Chief, Randal Stone

DATE: December 18, 2014

RE: Fire and Ambulance Responses

For this two week period: Thursday, December 4, 2014 to Wednesday, December 17, 2014
our Department has responded to the following:

Fire Calls

28

- 1 power line down
- 4 system activations
- 8 EMS assist
- 9 MVA
- 1 lock out
- 1 cooking fire
- 2 flammable gas/liquid spill
- 2 excessive heat/scorch burn

Ambulance Calls

116

Mutual Aid by CVPH

13



COMPLAINTS DECEMBER 15, 2014

Monday, December 15, 2014

11:31:23 AM

DATE RECEIVE	NUMBER	COMPLAINANT LAST NAME	STREET T #	SITE LOCATION STREET NAME	PROPERTY OWNER	CC COMPLAINT	INSPECTION DATE	CORRECTION	CORREC TION
11/25/14	602-14	ANON	7	HELEN STREET		TRASH OVERFLOWIN G IN REAR.	12/1/14	UNSUBSTANT IATED	12/1/14
12/12/14	601-14	ANON		EDGEWATER ESTATES	HOA	SIDEWALKS NOT SHOVELED	12/12/14	CORRECTED	12/12/14
10/14/14	600-14	HOLLAND	14	PALMER ST.	LAFOUNT AIN	HEDGE CLIPPINGS ON HER PROPERTY, LETTER REC	12/2/14,12/13/ 14	CORRECTED	12/13/14
12/12/14	599-14	GRAF	72	BROAD STREET	CYAN I LLC	SIDEWALKS NOT SHOVELED	12/15/14		
12/12/14	598-14	GRAF	70	BROAD STREET	PAULMAN ENT. INC	SIDEWALKS NOT SHOVELED	12/15/14		
12/12/14	597-14	BUELL	8	BROAD ST.		BETW 8 BROAD/DRS. OFF SIDEWALKS NOT CLEARED			
12/12/14	596-14	KLEPPER	15	COUCH ST.		SIDEWALKS NOT SHOVELD			

DATE RECEIVE	NUMBER	COMPLAINANT LAST NAME	STREET T #	SITE LOCATION STREET NAME	PROPERTY OWNER	CC COMPLAINT	INSPECTION DATE	CORRECTION	CORREC TION
12/8/14	595-14	BAKER	268	MARGARET ST.	FOUNTAIN	OVEN NOT WORKING, BATH WINDOW BROKE, MULTIPLE IT			
12/10/14	594-14	CASHMAN	82	COURT ST	ROULLIARD	TREES LEANING OVER ONTO HIS CAR, HOUSE	12/12/14	CORRECTED	12/12/14
12/8/14	593-14	DOWNTOWN CLEANER	47	CLINTON STREET	CHARRON & CADEN	47 CLINTON LET'S DOG POOP ON SIDEWALK, NOT CLEANED			
12/2/14	592-14	LUCAS	6	PALMER STREET	EAST BAY DEVELOP MENT	OVERSTUFFED COUCH/CHAIR OUT FRONT	12/2/14	CORRECTED	12/4/14
12/1/14	591-14	ANON	129-131	BROAD ST	MOUNTAIN HARBOR PROP	TRASH ALL OVER SIDE, FURNITURE, DOGS INTO GARDEN	12/2/14	TICKET ISSUED	PAID \$100.00 TICKET SPOKE TO OWNER
11/25/14	590-14	ANON	27	COUCH ST.		TRASH ALL OVER SIDE OF HOUSE, SCATTERED FOR ONE WEEK			

DATE RECEIVE	NUMBER	COMPLAINANT LAST NAME	STREET T #	SITE LOCATION STREET NAME	PROPERTY OWNER	CC COMPLAINT	INSPECTION DATE	CORRECTION	CORREC TION
11/25/14	589-14	ANON	7	HELEN ST		TRASH OVERFLOWIN G IN REAR, VISIBLE FROM COUCH ST			
10/6/14	588-14	ANON	54	COUCH ST	MERO	LARGE PILE OF GARBAGE			
9/9/14	587-14		7	ADDOMS ST	BUSHEY	DETERIORATE D & UNSAFE WIRE	9/9/14	CORRECTED	10/8/14
8/13/14	586-14		33	MAIN MILL ST	GARCEAU	DETERIORATE D & UNSAFE WIRE	8/13/14	CORRECTED	9/23/14
8/19/14	585-14		86	OAK STREET	HARRSCH	LINE SIDE WIRE NEEDS REPLACING	9/15/14	BEING DONE	9/15/14
11/13/14	584-14	ANON	4940 & 4938	SOUTH CATHERINE ST.	CARPENT ER BROS.	BACK PORCHES ROTTING, BEAMS SEPARATING FROM BLDG.			
11/6/14	583-14	ENGINEERING DEPT.	11	BROAD ST	FORTIN	RETAINING WALL SEPARATING/ CRUMBLING			

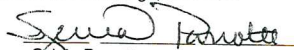
CITY OF PLATTSBURGH, NEW YORK
OFFICE OF THE CITY CLERK

Following is a complete statement of all monies received during the month of:

"Nov14

REVENUE SOURCE	CITY REVENUE	DUE OTHERS	TOTAL
Bingo Licenses (City)	25-2540 107.52		107.52
Bingo Licenses (State)	1-0632 0.00		0.00
Bingo License Fees 3%	25-2540 0.00		0.00
Building Permits	25-2555 4994.00		4994.00
Circus License	25-2502 0.00		0.00
City Code	12-1255 0.00		0.00
Code Civil Compromise	26-2614 30.00		30.00
Contractor Fees	25-2557 100.00		100.00
Dog Licenses	25-2542 182.50		182.50
State Neuter/Spay surcharge		27.00	27.00
Extract of Records	12-1255 23.00		23.00
Game of Chance Lic. (City)	25-2541 0.00		0.00
Game of Chance Lic. (State)	1-0632 0.00		0.00
Gas Permits	15-1540 135.00		135.00
Going Out of Business Lic	25-2509 0.00		0.00
Hauler's Licenses	25-2505 0.00		0.00
Housing Code	21-2110 0.00		0.00
Impound Fees	15-1550 100.00		100.00
Interest Temp	1124-2401 3.20		3.20
Jeweler's Licenses	25-2503 0.00		0.00
Marriage Licenses	25-2545 297.50	382.50	680.00
Notary Fees	12-1255 4.00		4.00
Peddler/Vendor Licenses	25-2503 0.00		0.00
Returned Check Charges	12-1255 0.00		0.00
Sign Permits	25-2590 25.00		25.00
Specifications	T-30 0.00	0.00	0.00
Special Use Permits	21-2110 0.00		0.00
Subdivision Fee	21-2110 0.00		0.00
Subdivision Ordinance	12-1255 0.00		0.00
Taxi Operator's Licenses	25-2507 50.00		50.00
Taxi Vehicle Licenses	25-2504 80.00		80.00
Tree/Stump Removal License	25-2508 0.00		0.00
Vital Statistics	16-1603 4306.00		4306.00
Zoning Ordinances	21-2110 0.00		0.00
Zoning Variances	21-2110 300.00		300.00
OTHER REVENUE			0.00
Riverwalk			
1127-2753	40.00		40.00
Auditorium			
1127-2752	0.00		0.00
Centennial Plaques			
1127-2705	0.00		0.00
Lake Champlain Memorial			
1127-	0.00		0.00
RECOVERED FUNDS			
Telephone			
1-1410000-4414	0.00		0.00
Postage			
1-1410000-4470	2.66		2.66
Print & Copy			
1-1410000-4431	0.00		0.00
DISBURSEMENTS:	\$10,780.38	\$409.50	\$11,189.88
N.Y.S. Dept of Health	\$382.50	Check No 1337	
N.Y.S. Dept of Ag & Mkts	\$27.00	Check No 1338	
		Total Paid Others:	\$409.50
ADJUSTMENT: None			\$0.00
Chamberlain (Spec. Deposits)	\$0.00	Check No	
Chamberlain (Net Revenues)	\$10,780.38	Check No 1339	
		Amount Due City Chamberlain:	\$10,780.38
			\$11,189.88

Dated at Plattsburgh, New York


Sylvia Parrotte,
City Clerk

10-Dec-14



Plattsburgh, New York

Building & Zoning Department
41 City Hall Place
Plattsburgh, New York 12901
Ph: 518-563-7707
Fax: 518-563-6426

December 16, 2014

Mayor James Calnon
And
Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

Dear Mayor & Common Council:

At the regular meeting of the Zoning Board of Appeals held on December 15, 2014,
below please find the results of that meeting:

<u>APPEAL</u>	<u>APPLICANT</u>	<u>REQUEST</u>
2019	SCOTT TETREULT 39 MONTCALM AVENUE	CLASS B VARIANCE RETURN LAUNDROMAT BACK TO ORIGINAL USE - 3 UNIT APARTMENT GRANTED
2020	MAURICA GILBERT 98 OHIO AVENUE	ADMINISTRATIVE REVIEW THAT PROPERTIES IN THE EXPANSION DISTRICT MUST BE REFERRED TO THE PLANNING BOARD UPHELD
2021	VALCOUR BREWING CO. OHIO AVENUE	SPECIAL USE PERMIT REQUEST TO OPERATE MIXED USE BUILDING POSTPONED

Sincerely,



Joseph McMahon
Building Inspector
/dn

CC: City Clerk



Plattsburgh, New York

Richard A. Marks
City Chamberlain

Department of Finance
6 Miller Street
Plattsburgh, NY 12901
518-563-7704 TEL
518-563-1714 FAX

DATE: December 3, 2014

MEMO TO: Mayor Calnon

FROM: Richard Marks

RE: Capital Project – Budget Transfer

It is being requested to adjust amounts for the 2014 Budget as follows:

Decrease Appropriation: Finance – Contract Services 1-1310000-4430 \$5,000.00

Increase Appropriation: Capital Project – Transfer 1-9550000-9000 \$5,000.00

This request provides for a transfer within the 2014 budget for payment of asbestos inspection and analysis costs being incurred for the 40 Bridge Street property demolition. The transfer to the Capital Projects Transfer line item is being made from the Finance Contract Services line item to provide the funding for this unbudgeted appropriation to capital project H5110.47 40 Bridge Street Remediation. The transfer leaves the 2014 General Fund Budget for total appropriations unchanged.

Thank you for your attention to this request.

Cc: Carole Garcia



Plattsburgh, New York

Richard A. Marks
City Chamberlain

Department of Finance
6 Miller Street
Plattsburgh, NY 12901
518-563-7704 TEL
518-563-1714 FAX

At a regular meeting of the Common Council of the City of Plattsburgh, New York, held December 4th, 2014, the following resolution was adopted:

By Councilor _____ ; Seconded by Councilor _____

WHEREAS, the following resolution was adopted on December 4th, 2014, and

WHEREAS, the City Chamberlain has requested to establish a 2014 40 Bridge Street Remediation project that was not included in the Capital Expenditure Plan adopted January 9th, 2014, and

WHEREAS, the cost of the 2014 40 Bridge Street Remediation project has been estimated by the Environmental Services Department and is being revised for the project costs during 2014, as follows:

	2014 Estimated Cost	2014 Revised Cost
40 Bridge Street Remediation	\$ <u>35,000</u>	\$ <u>40,000</u>
Total	\$ <u>35,000</u>	\$ <u>40,000</u>

Project Funding:

General Fund	\$ <u>35,000</u>	\$ <u>40,000</u>
Total	\$ <u>35,000</u>	\$ <u>40,000</u>

Now therefore,

BE IT RESOLVED, by the Common Council of the City of Plattsburgh, New York, this 4th day of December 2014, as follows:

- 1) That, the amount of Forty Thousand and 00/100 (\$40,000.00) Dollars is hereby appropriated for the Capital Project **2014 40 Bridge Street Remediation (H5110.47)** for the revised cost of the project as described above and is hereby authorized to be expended for such purpose.
- 2) That, Forty Thousand and 00/100 (\$40,000.00) Dollars of such appropriation be provided by the General Fund in order to provide for the improvement costs.
- 3) That, this resolution takes effect immediately.

On Roll Call,

CERTIFIED A TRUE COPY

CITY CLERK



ATLANTIC TESTING LABORATORIES

WBE certified company
December 1, 2014

Plattsburgh
130 Arizona Avenue
Suite 1540
Plattsburgh, NY 12903
518-563-5878 (T)
atlantictesting.com

City of Plattsburgh Public Works
215 Idaho Avenue
Plattsburgh, New York 12903

Telephone: 518-563-1120
Facsimile: 518-562-1128

Attn: Mr. Mike Brodi

Re: Limited Hazardous Materials Survey Services
Former Highway Oil Gas Station
Plattsburgh, New York
ATL No. PL5998-83-11-14

Ladies/Gentlemen:

In accordance with the verbal request for proposal on November 20, 2014 the following items are attached for the referenced services.

- ♦ AGREEMENT for Limited Hazardous Materials Survey Services
- ♦ EXHIBIT A - Scope of Services
- ♦ EXHIBIT B - Fee Schedule

ATL is WBE certified by the New York State Department of Economic Development, Division of Minority & Women's Business Development.

Atlantic Testing Laboratories, Limited (ATL) will initiate the Scope of Services described in EXHIBIT A, in accordance with the Fee Schedule listed in EXHIBIT B, upon the return of two original executed AGREEMENTS with exhibits to:

Atlantic Testing Laboratories, Limited
Contracts Department
PO Box 29
6431 US Highway 11
Canton, New York 13617

One original countersigned AGREEMENT will be returned to your office.

Thank you for the opportunity to submit a proposal for the referenced services. We look forward to your response.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited

Arthur T. Cross II, CET
Operations Manager

ATC/JDG/jm

Attachments

AGREEMENT
FOR LIMITED HAZARDOUS MATERIALS SURVEY SERVICES

This AGREEMENT is by and between

City of Plattsburgh Public Works
215 Idaho
Plattsburgh, New York 12903

Herein referred to as CLIENT and

Atlantic Testing Laboratories, Limited
PO Box 29
6431 US Highway 11
Canton, New York 13617

Herein referred to as ATL, who agree as follows:

- A. **DECLARATIONS:** CLIENT by virtue of the mutual execution of this document retains ATL to provide Limited Hazardous Materials Survey Services associated with CLIENT's project, herein referred to as the PROJECT, and described as follows:

Former Gas Station
40 Bridge Street
Plattsburgh, Clinton County, New York

This AGREEMENT represents the entire and integrated AGREEMENT between CLIENT and ATL and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument, signed by authorized representatives of both CLIENT and ATL.

- B. **SERVICES:** ATL shall provide Limited Hazardous Materials Survey Services for the PROJECT in accordance with the Scope of Services described in EXHIBIT A, attached hereto and made part of this AGREEMENT, and in accordance with the Terms and Conditions in Item F below.
- C. **FEES:** All services provided on the PROJECT will be invoiced in accordance with the Fee Schedule in EXHIBIT B, attached hereto and made part of this AGREEMENT.
- D. **PAYMENT TERMS:** Invoices will be submitted in accordance with the fees in EXHIBIT B and the actual services rendered. Invoices are due when rendered and payable in US dollars. Accounts past due 10 days are subject to a service charge of 1.5% per month or an annual percentage rate of 18%.
- E. **CONTRACT DURATION:** This AGREEMENT shall continue in force until **June 30, 2015**, unless terminated earlier by mutual agreement or as described hereinafter. This AGREEMENT may be extended beyond the aforementioned date only by written agreement between CLIENT and ATL.
- F. **TERMS AND CONDITIONS:**

1. DEFINITIONS

OWNER – Entity that possesses ownership rights and control over the PROJECT.

CLIENT - The public body or authority, corporation, association, firm, or person with whom ATL has entered into this AGREEMENT for services to be provided.

ATL - Atlantic Testing Laboratories, Limited, with Corporate Offices located at PO Box 29, 6431 US Highway 11, Canton, New York 13617. The firm retained to provide services as stated in this AGREEMENT.

2. RIGHT OF ENTRY

CLIENT will provide for right of entry of the employees, agents, or subcontractors of ATL to perform and complete the work that is the subject of this AGREEMENT.

CLIENT authorizes ATL and/or its representatives to enter and examine the subject property and/or subject building(s) and if applicable, to extract samples for subsequent laboratory analysis, in accordance with the Scope of Services contained in EXHIBIT A of this AGREEMENT.

Further, CLIENT authorizes ATL to make oral and/or written inquiry of appropriate federal, state, and local government agencies or authorities in respect to the services being rendered.

3. JOBSITE ACTIVITIES

ATL will be responsible for providing services consistent with the Scope of Services contained in EXHIBIT A of this AGREEMENT. In no event shall ATL be responsible or liable for construction means and methods, jobsite superintendence, construction sequencing and/or coordination, or safety in, on, or about the jobsite.

4. HEALTH AND SAFETY

The OWNER, or CLIENT, as the OWNER's representative, is responsible for providing safe access to and on the project site in accordance with all applicable federal and state safety laws and regulations, including, but not limited to, relevant provisions of the OSHA standards. The more stringent of those or any site specific health and safety programs and procedures shall prevail.

In addition to the laws, standards, and regulations above, the OWNER, or CLIENT, as the OWNER's representative, and any agents thereof, including contractors and subcontractors, shall adhere to ATL safety requirements while within the exclusion zone work area established by ATL.

5. OWNERSHIP AND REUSE OF DOCUMENTS

All data compilation, reports, photographs, and/or drawings produced by ATL as instruments of service, in accordance with this AGREEMENT, shall not be used or reused for unrelated extrinsic purposes by either CLIENT or ATL, without the prior written consent of the other party.

CLIENT agrees to compensate ATL, in accordance with the terms of the agreement, for all documents and other work produced by ATL as instruments of service. Failure to compensate ATL for services rendered under this AGREEMENT forfeits CLIENT's right to ownership and use of ATL's instruments of service for any purpose.

ATL will retain all pertinent records relating to the services performed in accordance with ATL's record retention policy. The records will be made available to CLIENT at all reasonable times upon request and for the cost of retrieval and reproduction.

6. SUCCESSORS AND ASSIGNS

CLIENT and ATL each bind themselves, their partners, successors, assigns, and legal representatives to the other party of this AGREEMENT and to the partners, successors, assigns, and legal representatives of such other party, in respect to all covenants of this AGREEMENT. Neither CLIENT nor ATL shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

7. LIMITATIONS OF LIABILITY

To the fullest extent permitted by law, CLIENT agrees to limit the liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders for any and all claims, losses, damages, expenses or claim expenses (including attorneys' fees) arising out of this AGREEMENT, from any cause or causes whatsoever, so that the total aggregate liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders shall not exceed ATL's total fee for services rendered under this AGREEMENT, or \$50,000, whichever is greater and regardless of the legal theory under which liability is imposed. Such causes by way of example include, but are not limited to: (a) professional negligence, including errors, omissions, or other professional acts; (b) strict liability; (c) breach of contract; (d) environmental contamination resulting from handling, transport, storage, discharge, dispersal or release of hazardous materials; and (e) including without limitation, CLIENT claims of contribution and indemnification with respect to third-party claims.

ATL will not be responsible for any loss, damage, or liability arising from any acts by the OWNER, or CLIENT, as the OWNER'S representative, and any agents, staff, contractors, or other consultants.

ATL will be responsible only for the instruments of service furnished by it, but shall not be responsible for the interpretation and/or misuse by others of the information developed. CLIENT agrees to indemnify and hold ATL harmless from and against all claims, damages, losses, and expenses arising from the interpretation and/or misuse by others of instruments of service provided by ATL.

Relevant to ATL services provided under this agreement, CLIENT shall provide ATL with immediate written notification of event or actions that may result in any liability claims, damages, losses, and expenses.

8. INDEMNITY

To the fullest extent permitted by law, CLIENT agrees to indemnify and hold harmless ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders from and against all liability claims, damages, losses, and expenses, direct and indirect, or consequential damages, including, but not limited to, attorney/court/arbitration costs, arising out of or resulting from the acts, errors, or omissions by CLIENT, its staff, contractors, or other consultants employed by CLIENT. The indemnification agreement will survive the termination or expiration of this AGREEMENT.

9. STANDARD OF CARE

Services provided by ATL under this AGREEMENT will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the industry performing similar services using recognized methodologies in the same or comparable locality.

In accepting reports of observations, tests, photographs, and opinions provided pursuant to this AGREEMENT, CLIENT acknowledges that the extent of ATL's obligation with respect thereto is limited to furnishing of such data, which shall not be solely used by others to determine acceptance of any construction work, nor shall it relieve the contractor in any way from his obligations and responsibilities to conduct the work in conformance with the PROJECT plans and specifications.

10. HAZARDOUS WASTES

CLIENT shall advise ATL of any hazardous wastes or hazardous substances existing at or near the site at which ATL is to perform work. If ATL discovers hazardous wastes or hazardous substances after it undertakes the PROJECT, or if ATL discovers the nature or extent of hazardous wastes or hazardous substances differs materially from what CLIENT advised ATL, CLIENT and ATL agree that the Scope of Services, schedule, and fees shall be adjusted as needed to complete the work.

If reportable quantities of petroleum product and/or chemical contamination are discovered on the PROJECT site during performance of the work tasks described herein, or during any subsequent work completed at the PROJECT site, the appropriate local, state, and/or federal agencies must be notified, as required by law. ATL will make a reasonable attempt to notify CLIENT when reportable quantities are discovered. The OWNER, or CLIENT, as the OWNER'S representative, is responsible for providing notification to the proper authorities.

The ownership of and responsibility for all contaminated materials, hazardous materials, and hazardous substances generated, released, uncovered, transported, and/or collected during the work tasks referred to herein will remain with CLIENT.

11. HIDDEN CONDITIONS

A condition is hidden if it is concealed or is not capable of detection by reasonable visual observation. If ATL recognizes that a hidden condition may exist, ATL shall notify CLIENT and CLIENT shall be responsible for all costs associated with the investigation of such a condition. ATL shall not be responsible for any costs resulting from hidden conditions.

12. INSURANCE

ATL represents that it, together with its agents and staff, are protected by worker's compensation insurance, and that ATL has such coverage under public liability and property damage insurance policies ATL deems to be adequate. Certificates for any such policies of insurance will be provided to CLIENT upon written request.

CLIENT recognizes that ATL's insurance policies may contain certain exclusions, including those for certain claims arising from the discharge, dispersal, release, or escape of pollutants. CLIENT agrees to defend, indemnify, and hold ATL and its employees or agents harmless for and against all claims, causes of action, suits, proceedings, damages, losses, and expenses, including third party claims or actions, arising from ATL's work for CLIENT under this AGREEMENT that falls within the scope of any exclusion from ATL's liability or property damage insurance policies.

13. DISPUTE RESOLUTION

In the event of a dispute between CLIENT and ATL, the parties agree to negotiate in good faith, having such written and oral communications as are appropriate, in an attempt to resolve said dispute. Disputes not resolved through a good faith effort, shall be submitted to non-binding mediation, prior to each party's right to initiate litigation.

In the event a dispute arising out of or relating to performance of services results in legal action, the parties agree that if ATL is the prevailing party, it shall be entitled to recover all costs incurred with respect to the claim, including reasonable attorney's fees, court costs, and other claim-related expenses.

In the event legal action is necessary to enforce the payment terms of this AGREEMENT, ATL shall be entitled to collect from CLIENT any judgment or settlement sums due plus reasonable attorney's fees, court costs, and other expenses incurred by ATL for such collection action.

14. TERMINATION

ATL or CLIENT may terminate this AGREEMENT for convenience and without cause. Upon receipt of termination notice, ATL will stop work on all services included in this AGREEMENT and deliver any instruments of service at that time to CLIENT. CLIENT shall pay ATL for all services performed up to the date of termination notice, plus reasonable termination expenses and fees. Upon termination for convenience or without cause, the terminating party shall have no further rights or remedies.

In the event of failure by either party to perform in accordance with the terms hereof, either party may terminate this AGREEMENT for cause, upon written notice. Such termination may be rescinded by the terminating party if that substantial failure has been remedied within a reasonable period of time.

15. DELAY

In no event shall ATL be liable or responsible to the CLIENT, its respective shareholders, directors, officers, consultants, agents, and employees for or on the account of, any stoppage or delay in the work that is the subject of this AGREEMENT.

In the event of suspension, or delay for more than three months, ATL may elect to finalize all data compilation, analysis, and reports to complete services performed to the date of suspension or delay. CLIENT agrees to compensate ATL, in accordance with the terms of the agreement, for all services completed and other work produced by ATL as instruments of service.

16. GOVERNING LAW AND VENUE

This AGREEMENT shall be governed and construed in accordance with the laws of the State of New York without regard to any conflicts of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this AGREEMENT shall be resolved or adjudicated in the State of New York.

The preceding Declarations, Services, Fees, Payment Terms, and Terms and Conditions are hereby accepted and agreed upon.

ISSUED BY:

ACCEPTED BY:

ATLANTIC TESTING LABORATORIES, Limited

City of Plattsburgh Public Works

Signature

Signature

Marijean B. Remington, CEO
Printed Name and Title

Printed Name and Title,
Its Duly Authorized Representative

Date

Date

EXHIBIT A
SCOPE OF SERVICES

Former Gas Station, 40 Bridge Street, Clinton County, Plattsburgh, New York

Based on information provided to ATL by City of Plattsburgh Public Works, it is our understanding that the project consists of performing Limited Hazardous Materials Survey Services for the subject building. It is further understood that the purpose is to identify suspect Asbestos-Containing Material (ACM), Lead-Based Paint (LBP), and Polychlorinated Biphenyls (PCB) that may be present within the subject building and is being performed prior to proposed building demolition. ATL will require access to the project site throughout the duration of the PROJECT.

A. ATL will provide the following field services:

1. Asbestos-Containing Materials (ACM):

- ♦ Provide an **Asbestos Building Inspector** certified by the New York State Department of Labor, to conduct a visual examination of the subject building, to identify suspect ACM, and to collect bulk samples of suspect ACM for subsequent laboratory analysis. Functional spaces visually examined will be classified into homogenous sampling areas based on suspect materials observed. A homogeneous sampling area is defined as an area that is uniform by color, texture, construction/application, and general appearance. The Asbestos Building Inspector will record sample locations, approximate quantities, and apparent condition of materials that are typically suspected to contain asbestos, as identified in 12 NYCRR Subpart 56-5.1 and in United States Environmental Protection Agency's "Guidance for Controlling Asbestos-Containing Materials in Buildings", dated June 1985. ATL will not be responsible for restoration of the sampling areas to original form and appearance.

2. Lead-Based Paint (LBP):

- ♦ Provide an **Environmental Scientist** to conduct a visual examination of the subject building, to identify potential LBP surfaces, and to collect bulk chip samples of potential LBP for subsequent laboratory analysis AND/OR perform x-ray fluorescence (XRF) testing on painted surfaces, with confirmatory paint chips collected from locations where XRF results are considered inconclusive. Potential LBP surfaces will be classified into homogeneous sampling areas. A homogeneous sampling area is defined as an area consisting of similar paint color schemes, building components, and substrates the paint is applied on. The Environmental Scientist will record general location and material description/color of potential LBP surfaces sampled. The United States Department of Housing and Urban Development (HUD) identifies LBP as "any paint, varnish, stain, or other applied coating that has 1 mg/cm² (or 5,000 mg/kg or 0.5% by weight) or more of lead" (HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing).
- ♦ Painted surfaces that are sampled will be scraped to determine if the surface has more than one layer of paint. Painted surfaces will be scraped in non-conspicuous areas where feasible. ATL will not be responsible for restoration of the painted surfaces to original form and appearance.

3. Polychlorinated Biphenyls (PCB):

- ♦ Provide an **Environmental Scientist** to conduct a visual examination of the subject building, to identify suspect PCB-containing caulk/sealant and to collect samples for subsequent laboratory analysis. Suspect PCB-containing materials will be classified

into homogeneous sampling areas. A homogeneous sampling area is defined as an area that is uniform by color, texture, construction/application, and general appearance. The Environmental Scientist will record general location and material description/color of suspect PCB-containing materials sampled. In accordance with the regulations and guidelines presented in 40 CFR Parts 750 and 761 "Disposal of Polychlorinated Biphenyls; Final Rule," PCB wastes are generally regulated for disposal under the Toxic Substances Control Act (TSCA) if the concentrations are 50 ppm or greater. Per New York State Department of Environmental Conservation (NYSDEC) regulations, material containing greater than 50 ppm is regulated hazardous waste. ATL will not be responsible for restoration of the sampling areas to original form and appearance.

B. ATL will provide the following laboratory services:

1. Submit bulk samples of suspect ACM to a NYSDOH ELAP approved laboratory that meets the requirements of 12 NYCRR Subpart 56-4.2.
 - ♦ Bulk samples will be laboratory analyzed by polarized light microscopy (PLM). Samples that are determined to be non-friable organically bound (NOB) in nature, and determined to contain less than one percent asbestos by the PLM analysis, will also be analyzed by transmission electron microscopy (TEM). The TEM analysis is required to conclusively document that NOB materials may be classified as non-asbestos-containing.
 - ♦ Laboratory analysis by PLM and/or TEM will be performed on a one-week turn-around-time (TAT) basis, subsequent to receipt of the samples by the laboratory.
2. If Required submit bulk chip samples of potential LBP to a NYSDOH ELAP approved laboratory to perform lead analysis.
 - ♦ Bulk chip samples will be laboratory analyzed to determine detectable levels in lead in accordance with EPA Method 6010 and 3050B. Composite paint chip samples consisting of multiple paint layers will be analyzed for total lead concentration.
 - ♦ Laboratory analysis of potential LBP samples will be performed on a one-week turn-around-time (TAT) basis, subsequent to receipt of samples by the laboratory.
3. Submit samples of suspect PCB-containing caulk/sealant to a NYSDOH ELAP approved laboratory to perform PCB analysis.
 - ♦ Samples will be laboratory analyzed to determine total PCB concentration in accordance with EPA Method 8082A. PCB analysis results for caulk and building materials will be reported as Aroclors 1016, 1221, 1232, 1242, 1248, 1254, 1260, 1262, and 1268. If any other Aroclors or congeners are identified by the laboratory during the analytical process, these will also be quantified and reported. The total PCB concentration will be determined as the sum of any Aroclors and congeners (if applicable) that are detected above the laboratory reporting limit.
 - ♦ Laboratory analysis of suspect PCB-containing materials will be performed on a two-week turn-around-time basis, subsequent to receipt of the samples by the laboratory.

C. ATL will provide the following additional services:

1. Transport samples that require laboratory analysis.
2. Provide a Project Manager to perform the following:
 - ♦ Review project plans and specifications, as provided to ATL, which are relevant to the services outlined in this Exhibit
 - ♦ Review sample test data

- ♦ Prepare a limited hazardous materials survey report, to include the following:
 - (1) Summary of observations recorded during field activities
 - (2) Description of the homogeneous areas identified
 - (3) Methodology and regulatory compliance
 - (4) Categorization of friability, apparent visual condition, and approximate quantities of regulated ACM
 - (5) Copies of applicable licenses and certifications
 - (6) A site sketch (not-to-scale) depicting the sample locations and general location of the regulated ACM and sample locations of LBP and PCB samples.
 - (7) Copies of laboratory reports and associated sample custody documentation
 - (8) XRF calibration checks and readings
- 3. Distribute reports as directed by CLIENT. Reports will be distributed to CLIENT by email, unless otherwise directed.

D. CLIENT will be responsible for the following:

1. Provide an electrical source for the use of necessary equipment.
2. Provide safe access to the project site and the sampling locations.
3. Roofing and other external sample location repairs.

NOTES TO THE SCOPE OF SERVICES

We require a minimum of three days advance notice prior to project initiation and two days advance notice for subsequent scheduling of field services. Cancellation of scheduled services must be received prior to personnel departure for the PROJECT site, or a minimum charge in accordance with the Fee Schedule will be applicable.

Prior to project initiation, CLIENT will provide ATL with copies of the PROJECT plans and specifications and all revisions and addenda, and previous survey and/or sampling records.

EXHIBIT B

FEE SCHEDULE

Service	Estimated Quantity	Unit Fee	Estimated Cost
ATL SERVICES			
Technical Personnel			
Asbestos Building Inspector (4-hour minimum)	6	\$ 85.00 /Hour	\$390.00
Environmental Scientist (4-hour minimum)	6	\$ 80.00 /Hour	480.00
CAD Operator	2	\$ 60.00 /Hour	120.00
Project Manager	1	\$ 99.00 /Hour	99.00
Senior Project Manager	1	\$ 120.00 /Hour	120.00
Miscellaneous			
XRF Equipment	1	\$ 150.00 /Day	150.00
Travel			
Technical Staff	2	\$ 25.00 /Trip	50.00
Report	1	\$ 750.00 /Report	750.00
Subtotal ATL Services			2,159.00
Laboratory Analysis			
Asbestos-Containing Materials (ACM):			
PLM (1-week TAT)	24	\$ 8.00 /Each	192.00
NOB Sample Preparation (1-week TAT)	40	\$ 7.00 /Each	280.00
PLM NOB (1-week TAT)	40	\$ 8.00 /Each	320.00
TEM (1-week TAT)	40	\$ 26.00 /Each	1,040.00
Lead-Based Paint (LBP):			
EPA Method 6010 (1-week TAT)	—	\$ 14.00 /Each	0.00
Polychlorinated Biphenyls (PCB) Method 8082 (1-week TAT)	5	\$ 87.00 /Each	435.00
Subtotal Subcontracted Services			2,267.00
Estimated Cost			\$4,426.00

EXHIBIT B

NOTES TO THE FEE SCHEDULE

The Estimated Cost is based on the foregoing Scope of Services and Fee Schedule, and is not intended to be a not-to-exceed amount. The actual cost for ATL services is subject to change should the project require additional site work time, laboratory analyses, and/or report preparation time. The actual number of laboratory analyses and hours expended will be dependent upon field conditions and or direction by the CLIENT.

As used in this schedule:

A standard day is defined as time on-site up to an 8-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

Services provided for 4 or more hours outside the standard day, as defined above, are subject to a night differential.

Unless otherwise stated in the Fee Schedule, daily overtime rates are calculated by dividing the daily rate by 8 and multiplying by 1.35 and hourly overtime rates are calculated by multiplying the hourly rate by 1.35. Services performed on Saturdays and Sundays/Holidays will be invoiced at 1.50 and 1.75 times the unit fees, respectively.

Travel charge is inclusive of labor and mileage for the referenced project site. Travel that is required by ATL to other locations will be invoiced at a separate rate, based on the distance traveled and time expended. Rates for technical personnel are for time on-site only and are not invoiced portal-to-portal.

The foregoing fees for laboratory services reflect a standard laboratory turn-around-time (TAT). A laboratory surcharge up to 100% is applicable to samples requiring priority TAT. Advance notification of priority TAT is required to ensure completion of the laboratory work within specified time frames.

The foregoing fees for laboratory services are applicable for a standard workweek, Monday through Friday. When weekend analysis/delivery is requested, a shipping surcharge for Saturday delivery or travel expenses in accordance with the fee schedule for Sunday delivery are applicable.

Travel and sample pick-up may be subject to a fuel surcharge.



MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)
Plattsburgh, New York

6 Miller Street
Plattsburgh, New York 12901
Ph # 518-563-2200
Fax: 518-563-6690

TO: Mayor James Calnon

FROM: William J. Treacy, P.E., Manager 

RE: Unpaid Final Bill Account Write-off

DATE: December 3, 2014

The Management of the Plattsburgh Municipal Lighting Department respectfully requests permission to proceed with the write-off of unpaid final bills. The period covered by this write-off will be from ***August 1, 2013 to September 30, 2013.*** The amount of the write-off will be \$5,420.95. The percentage of write-offs for this period is .27%.

Sales for this time period were \$1,985,904.41.

Payments on letters sent out on final accounts for this period were \$4,523.03.

This write-off of unpaid bills represents 71 customers ranging as follows (all customers have no forwarding addresses and/or letters returned):

- 0 to \$50.00 – 29 customers
- \$50.01 to \$100.00 – 21 customers
- \$100.01 to \$150.00 – 16 customers
- \$200.01 to \$250.00 – 4 customers
- \$495.63 – 1 customer (2 accounts combined)

I thank you for your attention to this matter.

Cc: Richard Marks, City Chamberlain
Eileen Sickles, Account Systems Supervisor
Final Bill Account Write-off

Agenda
12/18/14

Carlin, Beth

From: Peters, Steve
Sent: Thursday, December 04, 2014 1:04 PM
To: Carlin, Beth; 'Mayor Calnon'
Subject: Agenda Item

Beth-
For the next council agenda, and with the Mayor's approval:

Request from Molly Van Ullen of the National Multiple Sclerosis Society to hold the MS Walk at US Oval on May 3, 2015.

Steve Peters

Superintendent of Recreation | City of Plattsburgh, Plattsburgh, NY 12901 | p: 518.324.7709

Statement of Confidentiality

The contents of this e-mail message and any attachments are confidential and are intended solely for addressee(s). This transmission is sent in trust, for the sole purpose of delivery to the intended recipient(s). If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately **notify** the sender by reply e-mail or phone and **delete** this message and its attachments, if any.

Agenda
12/18/14



Plattsburgh, New York

Richard A. Marks
City Chamberlain

Department of Finance
6 Miller Street
Plattsburgh, NY 12901
518-563-7704 TEL
518-563-1714 FAX

DATE: December 8, 2014
MEMO TO: Mayor Calnon
FROM: Richard Marks
RE: Water Filtration Plant - Budget Transfer

It is being requested to adjust amounts for the 2014 Budget as follows:

Decrease Appropriation: Purification – Regular Payroll 4-8330000-1100 \$32,865.00

Increase Appropriation: Purification – Capital Outlay 4-8330000-3000 \$32,865.00

This request provides for a transfer within the 2014 budget for purchase of a pick-up truck with a plow for the Water Filtration Plant to replace the aging truck being used currently. The transfer to the Capital Outlay line item is being made from the Regular Payroll line item to provide the funding for this unbudgeted appropriation to the Purification operating budget. The transfer leaves the 2014 Water Fund Budget for total appropriations unchanged and eliminates the need to borrow funds through bonding or use the Water Capital Reserve funds for the purchase. The truck will be purchased under NY State contract pricing.

Thank you for your attention to this request.

Cc: Jon Ruff
Bill Todd
Carole Garcia

Carlin, Beth

From: Joanne V. Knowlton <jvknowlton@thedevelopcorp.com>
Sent: Wednesday, December 10, 2014 10:00 AM
To: Carlin, Beth
Subject: SUNRISE ROTARY'S ANNUAL WINTER CARNIVAL AT CVPH ON SATURDAY, FEBRUARY 21ST FROM 11:00AM - 3:00PM

Good morning Beth. I hope you are well.

We are hosting the Winter Carnival at CVPH on February 21, 2015 from 11-3 and was hoping to have wagon rides again this year. The route and description would be the same as last year (see below). Is it possible to get this on the agenda for the Council to approve? As always, thanks for your help! Best, Joanne

Joanne V. Knowlton
Director of Marketing and Business Development
The Development Corporation
190 Banker Road, Suite 500
Plattsburgh, NY 12901
Phone: (518) 563-3100
Fax: (518) 562-2232
jvknowlton@thedevelopcorp.com
www.thedevelopcorp.com



THE DEVELOPMENT
CORPORATION

Carlin, Beth

From: Calnon, James
Sent: Tuesday, December 16, 2014 8:30 AM
To: Carlin, Beth
Subject: FW: Revised Anti-Greed Resolution

-----Original Message-----

From: Kelly, Michael
Sent: Tuesday, December 16, 2014 7:57 AM
To: Calnon, James
Cc: Armstrong, Rachelle; Joshua Kretser; Schneller, Dean; Dowdle, Dale; O'Connell, Paul; Kasper, Becky
Subject: Revised Anti-Greed Resolution

Hi Mr. Mayor,

After thinking about it overnight, I decided to put a more positive spin on the Anti-Greed resolution. I thought it might be better to instead declare the day Plattsburgh Generosity Day to celebrate acts of generosity. Here is my resolution, which I respectfully ask that you place on Thursday's agenda. Thanks!

"Resolved that the City of Plattsburgh declares Thursday, December 25 from 12:00 AM until 11:59 PM as Plattsburgh Generosity Day, a day in which acts of generosity will be celebrated. It is during this holiday season, a time when many citizens give thanks for the bounty that we receive and go out of their way to help others, that acts of generosity and kindness will be applauded."

Mike Kelly
Plattsburgh City Councilor, Ward 2
41 City Hall Place
Plattsburgh, NY 12901
518-578-0159
kellym@cityofplattsburgh-ny.gov



Plattsburgh, New York

Jonathan P. Ruff, P.E.
Environmental Manager

41 City Hall Place
Plattsburgh, NY 12901
Phone: 518-536-7519
Fax: 518-563-6083
ruffj@cityofplattsburgh-ny.gov

December 1, 2014

To: Mayor Calnon and Members
Of the Common Council

Fr: Jonathan Ruff

Re: Margaret Street Pump Station (MSPS)
Redundant Pumping Project

Attached is a proposal from AES Northeast for design and bidding services for the MSPS redundant pumping system project. It is respectfully requested that the Common Council agree to the proposal and authorize the execution of all necessary paperwork with AES Northeast in the amount of \$49,752 per the attached proposal. The source of funds is capital project H8130.59.

Please contact me if you have any questions.

cc: Richard Marks
Dave Powell
Kris Gushlaw

COST PROPOSAL

Professional Fees

AES Northeast, PLLC will work with the City of Plattsburgh to refine any conflicts with the project goals for project schedule and budget. If necessary, we are available to discuss and adjust accordingly, to meet the City's timing and financing needs.

TASKS

FEE

Evaluation and Reporting

Evaluation of Alternatives (Completed)	\$ 7,900.00
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Design and Construction Documents

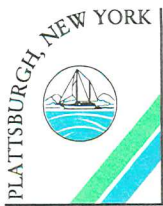
Task One:	Preliminary Design	\$ 21,020.00
Task Two:	Construction Documents Phase	\$ 23,270.00
Task Three:	Bidding Phase	\$ 5,462.00
Total Design & Bidding Fees		\$ 49,752.00

Notes:

1. If the City has an electronic copy of the survey for the MSPS parcel, AES will deduct the cost of boundary delineation.
2. Excludes handling NYS DOT permitting, if required.
3. Construction period services inclusive of job meetings, submittal reviews, contracts and inspection are available upon request. These services can be performed on a Time and Materials basis depending on the needs of the City.

Reimbursables: (Estimates)

Printing	(Material costs depending on bidders)	\$ 2,500
Mileage		\$ 0
Postage	(Material costs depending on bidders)	\$ 100



Plattsburgh, New York

Kevin R. Farrington, P.E.
City Engineer

Engineering & Planning Dept.
41 City Hall Place
Plattsburgh, New York 12901
518-563-7730
Fax: 518-563-3645

December 15, 2014

Mayor James Calnon
41 City Hall Place
Plattsburgh, N.Y. 12901

**REF: Request for Permission for
Mayor to Sign Change Orders
to Contract #2014-14
"Champlain Valley Transportation Museum"**

Dear Mayor Calnon:

It is requested that the Mayor be authorized to sign Change Orders to Project #2014-14, "Champlain Valley Transportation Museum." The Change Orders will extend the completion date from December 31, 2014 to February 20, 2015 for the following contracts as related to the Champlain Valley Transportation Museum project:

Electrical Construction Contract	William J. Murray Inc
General Building Construction and Site/Civil Contract	
	Tracey Trombley Construction Co., Inc
HVAC Contruction Contract	L.H. LaPlante Company, Inc.
Plumbing Contract	L.H. LaPlante Company, Inc.

Very truly yours,

Kevin Farrington, P.E.
City Engineer

KRF/dn

Att. (3)

CC: City Clerk
City Chamberlain

C H A N G E O R D E R

PROJECT TITLE: Champlain Valley Transportation Museum

CONTRACT 2014-14 CHANGE ORDER NUMBER: 2 DATE: December 15, 2014

TO (contractor): Tracey Trombley Construction Co., Inc.
912 Mason Street
PO Box 39
Morrisonville, NY 12962

You are hereby directed to make the following changes to this Contract:

ITEM NO.	DESCRIPTION	CHANGE IN PRICE
1	Construction Completion Date	0.00

TOTAL:	\$	0.00
--------	----	------

The original Contract Sum was.....\$ 599,452.00

Net change by previous change orders:.....\$ 75,615.00

The Contract Sum prior to this Change Order was.....\$ 675,067.00

The Contract Sum will be
(increased) (decreased) (unchanged) by.....\$ 0.00

The new Contract Sum including this Ch.Order.....\$ 0.00

The Contract Time will be
(increased) (decreased) (unchanged) by 30 days....\$..... - 0 -

The Date of Completion as of the date of this CO is: January 30, 2015

RECOMMENDED BY:	ACCEPTED BY:	APPROVED BY:
<u>Engineering & Plan.Dept</u>	<u>Tracy Trombley Const.</u>	<u>City of Plattsburgh</u>
<u>41 City Hall Place</u>	<u>912 Mason Street</u>	<u>41 City Hall Place</u>
<u>Plattsburgh, NY 12901</u>	<u>Morrisonville, NY 12962</u>	<u>Plattsburgh, NY 12901</u>
(signature)	(signature)	(signature)
<u>Kevin Farrington, P.E.</u>	<u>Robert Trombley</u>	<u>James Calnon, Mayor</u>
(date)	(date)	(date)

C H A N G E O R D E R

PROJECT TITLE: Champlain Valley Transportation Museum

CONTRACT 2014-14 **CHANGE ORDER NUMBER: 1** **DATE:** December 15, 2014

TO (contractor): William J. Murray Inc.
118 Hammond Lane
Plattsburgh, NY 12901

You are hereby directed to make the following changes to this Contract:

ITEM NO.	DESCRIPTION	CHANGE IN PRICE
1	Construction Completion Date	0.00

TOTAL:	\$	0.00
--------	----	------

The original Contract Sum was.....\$ 107,000.00

Net change by previous change orders:.....\$ 0.00

The Contract Sum prior to this Change Order was.....\$ 0.00

The Contract Sum will be
(increased) (decreased) (unchanged) by.....\$ 0.00

The new Contract Sum including this Ch.Order.....\$ 0.00

The Contract Time will be
(increased) (decreased) (unchanged) by 30 days....\$ - 0 -

The Date of Completion as of the date of this CO is: January 30, 2015

RECOMMENDED BY:	ACCEPTED BY:	APPROVED BY:
<u>Engineering & Plan.Dept</u>	<u>William J. Murray Inc.</u>	<u>City of Plattsburgh</u>
<u>41 City Hall Place</u>	<u>118 Hammond Lane</u>	<u>41 City Hall Place</u>
<u>Plattsburgh, NY 12901</u>	<u>Plattsburgh, NY 12901</u>	<u>Plattsburgh, NY 12901</u>
(signature)	(signature)	(signature)
<u>Kevin Farrington, P.E.</u>	<u>Michael Murray</u>	<u>James Calnon, Mayor</u>
(date)	(date)	(date)

C H A N G E O R D E R

PROJECT TITLE: Champlain Valley Transportation Museum

CONTRACT 2014-14 (M) **CHANGE ORDER NUMBER: 1** **DATE:** December 15, 2014

TO (contractor): L.H. LaPlante Company, Inc.
52 Main Mill Street
PO Box 496
Plattsburgh, NY 12901

You are hereby directed to make the following changes to this Contract:

ITEM NO.	DESCRIPTION	CHANGE IN PRICE
1	Construction Completion Date	0.00

TOTAL:	\$	0.00
--------	----	------

The original Contract Sum was.....\$ 97,000.00

Net change by previous change orders:.....\$ 0.00

The Contract Sum prior to this Change Order was.....\$ 0.00

The Contract Sum will be
(increased) (decreased) (unchanged) by.....\$ 0.00

The new Contract Sum including this Ch.Order.....\$ 0.00

The Contract Time will be
(increased) (decreased) (unchanged) by 30 days....\$ - 0 -

The Date of Completion as of the date of this CO is: January 30, 2015

RECOMMENDED BY:
Engineering & Plan.Dept
41 City Hall Place
Plattsburgh, NY 12901

ACCEPTED BY:
LH LaPlante Co., Inc.
52 Main Mill Street
Plattsburgh, NY 12901

APPROVED BY:
City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901

(signature)
Kevin Farrington, P.E.

(signature)
Andrew LaPlante, VP

(signature)
James Calnon, Mayor

(date)

(date)

(date)

C H A N G E O R D E R

PROJECT TITLE: Champlain Valley Transportation Museum

CONTRACT 2014-14 (P) **CHANGE ORDER NUMBER:** 1 **DATE:** December 15, 2014

TO (contractor): L.H. LaPlante Company, Inc.
52 Main Mill Street
PO Box 496
Plattsburgh, NY 12901

You are hereby directed to make the following changes to this Contract:

ITEM NO.	DESCRIPTION	CHANGE IN PRICE
1	Construction Completion Date	0.00

TOTAL:	\$	0.00
--------	----	------

The original Contract Sum was.....\$ 90,000.00

Net change by previous change orders:.....\$ 0.00

The Contract Sum prior to this Change Order was.....\$ 0.00

The Contract Sum will be
(increased) (decreased) (unchanged) by.....\$ 0.00

The new Contract Sum including this Ch.Order.....\$ 0.00

The Contract Time will be
(increased) (decreased) (unchanged) by 30 days....\$ - 0 -

The Date of Completion as of the date of this CO is: January 30, 2015

RECOMMENDED BY:	ACCEPTED BY:	APPROVED BY:
<u>Engineering & Plan.Dept</u>	<u>LH LaPlante Co., Inc.</u>	<u>City of Plattsburgh</u>
<u>41 City Hall Place</u>	<u>52 Main Mill Street</u>	<u>41 City Hall Place</u>
<u>Plattsburgh, NY 12901</u>	<u>Plattsburgh, NY 12901</u>	<u>Plattsburgh, NY 12901</u>
 (signature)	 (signature)	 (signature)
<u>Kevin Farrington, P.E.</u>	<u>Andrew LaPlante, VP</u>	<u>James Calnon, Mayor</u>
 (date)	 (date)	 (date)

City of Plattsburgh's FOIL Policy and Procedures

Section 1 Purpose and scope:

- (a) The people's right to know the process of government decision-making and the documents and statistics leading to determinations is basic to our society. Access to such information should not be thwarted by shrouding it with the cloak of secrecy of confidentiality.
- (b) These regulations provide information concerning the procedures by which records may be obtained.
- (c) Personnel shall furnish to the public the information and records required by the Freedom of Information Law, as well as records otherwise available by law.
- (d) Any conflicts among laws governing public access to records shall be construed in favor of the widest possible availability of public records.

Section 2 Designation of records access officer:

- (a) The City of Plattsburgh is responsible for insuring compliance with the regulations herein, and designates the following person(s) as records access officer(s):

Sylvia Parrotte, City Clerk
41 City Hall Place
Plattsburgh, NY 12901
parrottes@cityofplattsburgh-ny.gov
518-563-7702

- (b) The records access officer is responsible for insuring appropriate agency response to public requests for access to records. The designation of a records access officer shall not be construed to prohibit officials who have in the past been authorized to make records or information available to the public from continuing to do so.

The records access officer shall insure that agency personnel:

- (1) Maintain an up-to-date subject matter list.
- (2) Assist persons seeking records to identify the records sought, if necessary, and when appropriate, indicate the manner in which the records are filed, retrieved or generated to assist persons in reasonably describing records.
- (3) Contact persons seeking records when a request is voluminous or when locating the records involves substantial effort, so that personnel may ascertain the nature of records of primary interest and attempt to reasonably reduce the volume of records requested.
- (4) Upon locating the records, take one of the following actions:
 - (i) Make records available for inspection; or,
 - ii) Deny access to the records in whole or in part and explain in writing the reasons therefor.
- (5) Upon request for copies of records:
 - (i) Make a copy available upon payment or offer to pay established fees, if any, in accordance with Section 8; or,
 - (ii) Permit the requester to copy those records.
- (6) Upon request, certify that a record is a true copy; and
- (7) Upon failure to locate records, certify that:
 - (i) The City of Plattsburgh is not the custodian for such records, or
 - (ii) The records of which The City of Plattsburgh is a custodian cannot be found after diligent search.

Section 3 Location:

Records shall be available for public inspection and copying at:

City Clerk
City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901

Section 4 Hours for public inspection:

Requests for public access to records shall be accepted and records produced during all hours regularly open for business.

These hours are:

Monday thru Friday 8am to 4pm excluding holidays and weekends.

Section 5 Requests for public access to records:

- (a) A written request may be required, but oral requests may be accepted when records are readily available.
- (b) If records are maintained on the internet, the requester shall be informed that the records are accessible via the internet and in printed form either on paper or other information storage medium.
- (c) A response shall be given within five business days of receipt of a request by:
 - (1) informing a person requesting records that the request or portion of the request does not reasonably describe the records sought, including direction, to the extent possible, that would enable that person to request records reasonably described;
 - (2) granting or denying access to records in whole or in part;
 - (3) acknowledging the receipt of a request in writing, including an approximate date when the request will be granted or denied in whole or in part, which shall be reasonable under the circumstances of the request and shall not be more than twenty business days after the date of the acknowledgment, or if it is known that circumstances prevent disclosure within twenty business days from the date of such acknowledgment, providing a statement in writing indicating the reason for inability to grant the request within that time and a date certain, within a reasonable period under the circumstances of the request, when the request will be granted in whole or in part;
 - (4) if the receipt of request was acknowledged in writing and included an approximate date when the request would be granted in whole or in part within twenty business days of such acknowledgment, but circumstances prevent disclosure within that time, providing a statement in writing within twenty business days of such acknowledgment specifying the reason for the inability to do so and a date certain, within a reasonable period under the circumstances of the request, when the request will be granted in whole or in part.
- (d) In determining a reasonable time for granting or denying a request under the circumstances of a request, personnel shall consider the volume of a request, the ease or difficulty in locating, retrieving or generating records, the complexity of the request, the need to review records to determine the extent to which they must be disclosed, the number of requests received by the agency, and similar factors that bear on the ability to grant access to records promptly and within a reasonable time.
- (e) A failure to comply with the time limitations described herein shall constitute a denial of a request that may be appealed. Such failure shall include situations in which an officer or employee:
 - (1) fails to grant access to the records sought, deny access in writing or acknowledge the receipt of a request within five business days of the receipt of a request;
 - (2) acknowledges the receipt of a request within five business days but fails to furnish an approximate date when the request will be granted or denied in whole or in part;
 - (3) furnishes an acknowledgment of the receipt of a request within five business days with an approximate date for granting or denying access in whole or in part that is unreasonable under the circumstances of the request;
 - (4) fails to respond to a request within a reasonable time after the approximate date given or within twenty business days after the date of the acknowledgment of the receipt of a request;
 - (5) determines to grant a request in whole or in part within twenty business days of the acknowledgment of the receipt of a request, but fails to do so, unless the agency provides the reason for its inability to do so in writing and a date certain within which the request will be granted in whole or in part;
 - (6) does not grant a request in whole or in part within twenty business days of the acknowledgment of the receipt of a request and fails to provide the reason in writing explaining the inability to do so and a date certain by which the request will be granted in whole or in part; or
 - (7) responds to a request, stating that more than twenty business days is needed to grant or deny the request in whole or in part and provides a date certain within which that will be accomplished, but such date is unreasonable under the circumstances of the request.

Section 6 Subject matter list:

- (a) The records access officer shall maintain a reasonably detailed current list by subject matter of all records in its possession, whether or not records are available pursuant to subdivision two of Section eighty-seven of the Public Officers Law.
- (b) The subject matter list shall be sufficiently detailed to permit identification of the category of the record sought.
- (c) The subject matter list shall be updated annually. The most recent update shall appear on the first page of the subject matter list.

Section 7 Denial of access to records:

- (a) Denial of access to records shall be in writing stating the reason therefor and advising the requester of the right to appeal to the individual or body established to determine appeals, [who or which] shall be identified by name, title, business address and business phone number.
- (b) If requested records are not provided promptly, as required in Section 5 of these regulations, such failure shall also be deemed a denial of access.

(c) The following person or persons or body shall determine appeals regarding denial of access to records under the Freedom of Information Law:

James E. Calnon
Mayor, City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901
518-563-7701

(d) Any person denied access to records may appeal within thirty days of a denial.

(e) The time for deciding an appeal by the individual or body designated to determine appeals shall commence upon receipt of a written appeal identifying:

(1) the date and location of requests for records;

(2) a description, to the extent possible, of the records that were denied; and

(3) the name and return address of the person denied access.

(f) A failure to determine an appeal within ten business days of its receipt by granting access to the records sought or fully explaining the reasons for further denial in writing shall constitute a denial of the appeal.

Section 8 Fees:

(a) There shall be no fee charged for:

(1) inspection of records;

(2) search for records; or

(3) any certification pursuant to this part.

(b) Copies may be provided without charging a fee.

(c) Fees for copies may be charged, provided that:

(1) the fee for copying records shall not exceed 25 cents per page for photocopies not exceeding 9 by 14 inches.

This section shall not be construed to mandate the raising of fees where agencies or municipalities in the past have charged less than 25 cents for such copies;

(2) the fee for photocopies of records in excess of 9 x 14 inches shall not exceed the actual cost of reproduction; or

(3) an agency has the authority to redact portions of a paper record and does so prior to disclosure of the record by making a photocopy from which the proper redactions are made.

(d) The fee an agency may charge for a copy of any other record is based on the actual cost of reproduction and may include only the following:

(1) an amount equal to the hourly salary attributed to the lowest paid employee who has the necessary skill required to prepare a copy of the requested record, but only when more than two hours of the employee's time is necessary to do so; and

(2) the actual cost of the storage devices or media provided to the person making the request in complying with such request; or

(3) the actual cost to the agency of engaging an outside professional service to prepare a copy of a record, but only when an agency's information technology equipment is inadequate to prepare a copy, and if such service is used to prepare the copy.

(e) When an agency has the ability to retrieve or extract a record or data maintained in a computer storage system with reasonable effort, or when doing so requires less employee time than engaging in manual retrieval or redactions from non-electronic records, the agency shall be required to retrieve or extract such record or data electronically. In such case, the agency may charge a fee in accordance with paragraph (d)(1) and (2) above.

(f) An agency shall inform a person requesting a record of the estimated cost of preparing a copy of the record if more than two hours of an agency employee's time is needed, or if it is necessary to retain an outside professional service to prepare a copy of the record.

(g) An agency may require that the fee for copying or reproducing a record be paid in advance of the preparation of such copy.

(h) An agency may waive a fee in whole or in part when making copies of records available.

Section 9 Public notice:

A notice containing the title or name and business address of the records access officers and appeals person or body and the location where records can be seen or copies shall be posted in a conspicuous location wherever records are kept and/or published in a local newspaper of general circulation.

Section 10 Severability: If any provision of these regulations or the application thereof to any person or circumstances is adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or impair the validity of the other provisions of these regulations or the application thereof to other persons and circumstances.

MODEL PUBLIC NOTICE

YOU HAVE A RIGHT TO SEE PUBLIC RECORDS

The amended Freedom of Information Law, which took effect on January 1, 1978, gives you the right of access to many public records.

The City of Plattsburgh has adopted regulations governing when, where, and how you can see public records.

The regulations can be seen at all places where records are kept. According to these regulations, records can be seen and copied at:

City Clerk's office
City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901
518-563-7702

The following officials will help you to exercise your right to access:

1. Agency officials who have in the past been authorized to make records available
2. Records Access Officer(s)

Sylvia Parrotte
City Clerk
City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901
518-563-7702

If you are denied access to a record, you may appeal to the following person(s) or body:

James E. Calnon
Mayor, City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901
518-563-7701



Plattsburgh, New York

Jonathan P. Ruff, P.E.
Environmental Manager

41 City Hall Place
Plattsburgh, NY 12901
Phone: 518-563-7731
Fax: 518-563-6083
ruffj@cityofplattsburgh-ny.gov

December 15, 2014

To: Mayor Calnon and Members
Of the Common Council

Fr: Jonathan Ruff

Re: Utility Management Conference 2015
Austin, Texas

The Utility Management Conference (UMC) is an annual conference jointly sponsored by the American Water Works Association (AWWA) and the Water Environment Federation (WEF). This conference covers topics common to both water and wastewater, including:

- Benchmarking and Performance Measurement
- Customer Service
- Environmental Issues and Sustainability
- Legal/Regulatory/Political Issues
- Security and Emergency Preparedness
- Workforce Development and Succession Planning

I am scheduled to moderate a session on "Building Success for Tomorrow through Leadership/Management Development".

This conference will also provide Professional Development Hours towards engineering certification.

It is respectfully request that I be authorized to attend the *2015 Utility Management Conference* in Austin, TX from February 18 – 20, 2015 at an estimated amount of \$1,949. The details are on the attached spreadsheet.

Please contact me if you have any questions.

<u>Date</u>	<u>Room</u>	<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>	<u>Fee</u>	<u>Travel/Misc</u>	<u>Total</u>
2/17/2015	218	10		20	620	575	1443
2/18/2015	218	10	10	20			258
2/19/2015	218	10		20			248
Subtotal:	654	30	10	60	620	575	1949
Total:						\$	1,949

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